



Native Hawaiian Education Council

April 9, 2014

Agenda Item # V. Action on Revisions to the State Public Charter School Contract Template

Ms. Catherine Payne
Commission Chairperson
Hawai'i State Public Charter School Commission
1111 Bishop Street, Suite 516
Honolulu, HI 96813

Aloha Chairperson Catherine Payne and Commissioners of the Hawai'i State Public Charter School Commission,

The Native Hawaiian Education Council (NHEC) is writing this letter of support for Hawaiian Focused Charter Schools (HFCS) as they enter into negotiations for contracts to continue in their efforts to ensure community-based education. These schools were started as an alternative to the standard Hawai'i Department of Education schools that were not effectively reaching our keiki. Historically, Native Hawaiians have been disengaged in school, academically performing below other population groups in this state, and experiencing graduation and attendance rates below state averages.

These HFCSs are built on culture-based curriculum, instruction and assessment; are committed to perpetuating Native Hawaiian culture, language, values and traditions; and actively contribute to the growth of Hawaiian-focused education through participation in ongoing research and dissemination of best practices.

These schools have reengaged our keiki. As reported in the NHEC Needs Assessment Report of 2011, HFCSs are witnessing graduation rates (91%) not only above the State of Hawai'i rates (79%), but also above the federal goals (80%) under the former "No Child Left Behind" program. These schools are also engaging not only the students, but also parents who are more satisfied with the HFCS than parents in other schools.

Please allow the HFCS to continue the good work that they do by granting them the time and legal counsel to review the contracts so that they can negotiate in the best interest of their students and families.

Me ka ha`a ha`a,

Wendy Roylo Hee
Executive Director
Native Hawaiian Education Council



Native Hawaiian Education Council

Common Indicators Matrix

	<i>MAULI</i> Being & Becoming	<i>‘IKE</i> Knowing/Doing		<i>KULEANA</i> Contributing
<u>FOCUS</u> OF IMPACT►	A. Resilience & Wellness Advances well-being of the body, mind and spirit.	B. Hawaiian ‘Ike Advances Hawaiian language, culture, values and practices.	C. Academic Achievement & Proficiency Advances multiple understandings and purposeful outcomes across the subject areas	D. Stewardship, Self-sufficiency & Employment Supports self-reliance, financial independence and contribution to the family, community & world.
<u>LOCUS</u> OF IMPACT▼				
<i>Kanaka</i> 1. Individual Efforts seek to impact the individual	BASIC SURVIVAL □ Food □ Shelter □ Safety □ Health/wellness IDENTITY AND BELONGING □ Emotional well being □ Social connection □ Identity (sense of self, place, culture, global citizen) SELF-ACTUALIZATION □ Reflective awareness □ Problem solving □ Values/spirituality □ Aesthetic appreciation □ Creative expression	HAWAIIAN‘ŌLELO □ Literacy □ Oral fluency □ Writing KNOWLEDGE □ Historical □ Socio-cultural □ Political □ Geographical □ Scientific VALUES AND PRACTICES □ Protocol □ Hula □ Lua □ Malama ‘āina, Malama kai □ Healing (physical, emotional, spiritual)	EDUCATION LEVEL □ Early (pre-K) □ K-12 □ Adult □ 2-year institution □ 4-year institution	STEWARDSHIP □ Social/environmental responsibility □ Leadership □ Internship □ Community service EMPLOYMENT □ Career planning □ Financial literacy □ Entrepreneurship, Technical and/or skills training □ Vocational education □ Small business development □ Non-profit management
		SUPPORT □ Financial aid □ Counseling □ Mentoring		
<i>‘Ohana</i> 2. Family Efforts seek to impact relatives and others who share roles, relationships, and resources.	QUALITY INTERGENERATIONAL RELATIONSHIPS □ Parent/caregiver skills □ Communication □ Behavior management/discipline □ Ho‘oponopono/conflict resolution	HAWAIIAN LANGUAGE □ Literacy □ Oral Fluency □ Writing SHARING OF CULTURAL KNOWLEDGE □ Genealogy, history □ Cultural practices and protocols □ Values □ Spirituality	ACADEMIC ENRICHMENT □ Early childhood development □ Family literacy □ Homework support	STEWARDSHIP □ Giving back/joining in □ Community leadership
		SUPPORT □ Counseling □ Mentoring □ Financial aid		

	<i>MAULI</i> Being & Becoming	<i>‘IKE</i> Knowing/Doing		<i>KULEANA</i> Contributing
FOCUS OF IMPACT►	A. Resilience & Wellness Advances well-being of the body, mind and spirit.	B. Hawaiian ‘Ike Advances Hawaiian language, culture, values and practices.	C. Academic Achievement & Proficiency Advances multiple understandings and purposeful outcomes across the subject areas	D. Stewardship, Self-sufficiency & Employment Supports self-reliance, financial independence and contribution to the family, community & world.
LOCUS OF IMPACT▼				
<i>Kaiaulu</i> 3. Community Efforts seek to impact those who share a common geography, organization or group identity.	HEALTHY COMMUNITY RELATIONSHIPS <div><input type="checkbox"/> Safe neighborhoods</div> <div><input type="checkbox"/> Positive social connections</div> <div><input type="checkbox"/> Taking care others in need</div> ADEQUATE PROVISIONS <div><input type="checkbox"/> Food resources (community garden, co-op/farmer’s markets, etc.)</div> <div><input type="checkbox"/> Shelter (transitional, homeless, <i>Kūpuna</i>, etc.)</div> <div><input type="checkbox"/> <i>Keiki</i> and <i>Kūpuna</i> care</div>	VALUES AND PRACTICES <div><input type="checkbox"/> Use of informal and/or formal ‘<i>Ōlelo Hawai‘i</i></div> <div><input type="checkbox"/> Hawaiian values consistently and visibly practiced</div> <div><input type="checkbox"/> Support for Hawaiian cultural and service organizations</div> NATIVE HAWAIIAN-BASED EDUCATION <div><input type="checkbox"/> Early education programs</div> <div><input type="checkbox"/> Community-based charter and immersion schools</div> <div><input type="checkbox"/> Post-secondary indigenous programs</div> RESOURCES <div><input type="checkbox"/> Indigenous library</div> <div><input type="checkbox"/> Multi-media</div>	EDUCATIONAL RESOURCES <div><input type="checkbox"/> Library and multi media resources</div> <div><input type="checkbox"/> Active School Community Council</div> <div><input type="checkbox"/> Community support for schools</div>	STEWARDSHIP <div><input type="checkbox"/> Community development planning</div> <div><input type="checkbox"/> Opportunities to improve social justice</div> EMPLOYMENT <div><input type="checkbox"/> Opportunities for small business start-up</div> <div><input type="checkbox"/> Resources for self-sufficiency</div>
		SUPPORT <div><input type="checkbox"/> Citizen participation and involvement</div> <div><input type="checkbox"/> Networking and capacity building</div> <div><input type="checkbox"/> Opportunities for volunteering, internships, mentoring programs, etc.</div>		
<i>‘Ōnaehana</i> 4. System-level Efforts seek to impact those patterns, practices, procedures, laws, structures or beliefs that have broad impact beyond a single community.	SUPPORT SERVICES AND PROGRAMS <div><input type="checkbox"/> Child welfare</div> <div><input type="checkbox"/> Early childhood education</div> <div><input type="checkbox"/> Elder care</div> <div><input type="checkbox"/> Disabled</div> <div><input type="checkbox"/> Mental health</div> <div><input type="checkbox"/> Independent living</div> <div><input type="checkbox"/> Teen pregnancy</div> <div><input type="checkbox"/> After school</div> <div><input type="checkbox"/> Preventative health care</div> <div><input type="checkbox"/> Medical care</div> <div><input type="checkbox"/> Legal</div> <div><input type="checkbox"/> Incarceration and post-incarceration</div>	DEVELOPMENT/IMPLEMENT-ATION OF INDIGENOUS <div><input type="checkbox"/> Culture and place-based curriculum</div> <div><input type="checkbox"/> Measurement tools to assess content knowledge across subject areas</div> <div><input type="checkbox"/> Theory</div> PROFESSIONAL DEVELOPMENT <div><input type="checkbox"/> Indigenous issues</div> <div><input type="checkbox"/> Content knowledge</div> <div><input type="checkbox"/> Pedagogy</div> <div><input type="checkbox"/> Epistemology</div> RESOURCES <div><input type="checkbox"/> Literacy</div> <div><input type="checkbox"/> Math and science</div> <div><input type="checkbox"/> Social sciences</div> <div><input type="checkbox"/> Web-based</div> <div><input type="checkbox"/> Multi-media</div>	PROFESSIONAL DEVELOPMENT <div><input type="checkbox"/> Indigenous issues</div> <div><input type="checkbox"/> Content knowledge</div> <div><input type="checkbox"/> Pedagogy</div> INCORPORATION OF TRADITIONAL AND INDIGENOUS RESEARCH FOR THE DESIGN OF <div><input type="checkbox"/> Curriculum</div> <div><input type="checkbox"/> Practices</div> <div><input type="checkbox"/> School policies</div> <div><input type="checkbox"/> Alternative measurement tools to assess content knowledge across subject areas</div>	LEGISLATION, PROCEDURES AND PRACTICES SUPPORTING <div><input type="checkbox"/> Alternative energy</div> <div><input type="checkbox"/> Health choices</div> <div><input type="checkbox"/> Health care</div> <div><input type="checkbox"/> Easy Access to government services, agencies, personal records</div> <div><input type="checkbox"/> Civil rights in policy and decision making</div> <div><input type="checkbox"/> Affordable housing</div> <div><input type="checkbox"/> Responsible land and water use and protection</div> <div><input type="checkbox"/> Environmental protection</div> <div><input type="checkbox"/> Endangered species protection</div> <div><input type="checkbox"/> Cultural resources protection</div> <div><input type="checkbox"/> Fair distribution of resources</div> <div><input type="checkbox"/> Responsible infrastructure maintenance</div> <div><input type="checkbox"/> Fair employment legislation</div> <div><input type="checkbox"/> Employee benefits</div>

HFCS Success Indicator & NHEC Common Indicator Alignment

HFCS Success Indicators	NHEC Common Indicators
<p>Place, Culture and Connection: Students know a place as a Piko and a foundation for making larger connections</p> <p>PCC-1: Students Know a Place as a Piko and a Foundation for Making Larger Connections.</p> <p>PCC-2: Demonstrate, Understand And Apply Hawaiian Values</p> <p>PCC-3: Understand Importance Of Reciprocal Relationships And Responsibilities In A Cultural Context.</p> <p>PCC-4: Respect and Honor Genealogy</p>	<p>MAULI: Being and Becoming</p> <p>A. Resilience & Wellness: Advances well-being of the body, mind and spirit.</p> <p>‘IKE: Knowing/Doing</p> <p>B. Hawaiian ‘Ike: Advances Hawaiian language, culture, values and practices.</p>
<p>Engagement, Achievement & Cultural Commitment: Students engage in learning and are able to articulate and demonstrate the integration of knowledge and skills of our ancestors to make a positive difference to future lives and contribute to the wellbeing of the community as a whole.</p> <p>EACC-1: Communicate Effectively.</p> <p>EACC-2: Lifelong Learner For Future Competence</p>	<p>‘IKE: Knowing/Doing</p> <p>C. Academic Achievement & Proficiency: Advances multiple understandings and purposeful outcomes across the subject areas.</p>
<p>College, Career & Community Readiness: Students are able to plan to attain current and future goals (have strength and flexibility over time to address ever changing circumstances), understand and manage the complexities of our world and possess the skills and attitudes they need in order to take responsible action for the future.</p> <p>CCCR-1: Able To Attain Current And Future Goals</p> <p>CCCR-2: Provide Adequately For Self And Family</p> <p>CCCR-3: Recognize And Accept Leadership Roles To Manifest Cultural Knowledge.</p>	<p>KULEANA: Contributing</p> <p>D. Stewardship, Self-sufficiency & Employment Supports self-reliance, financial independence and contribution to the family, community & world</p>



Kawaikini New Century Public Charter School 3-1821J Kaumuali'i Hwy Lihu'e, HI 96766 (808) 632-2032;
(808)246-4835 fax

Date: April 8, 2014

To: Catherine Payne, Chairperson
Performance and Accountability Committee

Cc: Tom Hutton, Executive Director

From: Kawaikini New Century Public Charter School

Kawaikini New Century Public Charter School is concerned with several large overarching issues within the bilateral contract. There are proposed material changes to the contract that are of critical concern. We believe that these changes inhibit our governing board's ability to manage the school in the spirit and intent of our individual vision and mission.

This letter is written in the spirit of aloha with the intent to share our concerns regarding the contract in its current form. It is our desire to engage in open dialogue to help us understand the rationale or reasoning behind these changes as they are contrary to our understanding and interpretation of ACT 130.

The following are major overarching issues we wish to bring to your attention -

1. The contract template undermines the intent of Act 130, which clearly states that each school shall have the opportunity to negotiate a bilateral contract.

Charter Schools signed with a clear understanding that individual contract negotiations would occur the following year, pursuant to Act 130. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

2. The complexity of the contract, its possible detrimental implications and the timeline in which our Boards are required to review and act on the new draft, make it imperative that governing boards have immediate access to legal counsel to guide them through the process.

Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and the unilateral nature of the contract are not scrutinized with a legal lens, and fully understood by all parties.

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools.

By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school, and implementation of the vision and mission of the charter. With this accountability comes control.

Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the Governing Board for all charter schools, thus removing the local governing board's autonomy, accountability and control of the individual charter school. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

4. The proposed Performance Framework is problematic. It directly impacts a charter school's ability to meet the purpose of ACT 130 "to provide genuinely community-based education."

Charter schools have experienced inordinate challenges in obtaining school specific measures that were developed with clear intent to address curriculum, instruction and assessments, tailored to native learning styles and multiple intelligences.

The reduction from 40% to 25% weight is incomprehensible. The Hawaiian Focused Charter Schools (HFCS) stand united in our quest for a **40% weight** on school specific measures and request a **three-year pilot period**. This pilot period will allow the HFCS adequate time to develop additional tools to measure student growth and readiness throughout the schools, allow time for trial data runs, and will allow adequate time to collect feedback from a national and international audience of experts in the field of culturally relevant evaluation and assessment.

5. Finally, we are requesting that the Commission allow Kawaikini and all Hawaiian Immersion Charter Schools to identify alternative assessments to replace the translated HSA and upcoming Smarter Balance Assessment in our Academic Performance Framework Assessment for all grades.

The use of the current state assessment data has the potential to gravely influence our APF results and is NOT an indication of achievement for our Hawaiian speaking students. We believe the current assessment lacks the requisite literary and lingual foundation to adequately measure any Hawaiian Language Immersion student's knowledge and we do not believe it is fair to the students or the schools, to administer incomprehensible assessments. Positive results on these assessments are not reasonably achievable. Additionally, as an official language of the State of Hawai'i, Hawaiian language should be afforded the same accommodations as

English. As the English language based assessment (HSA) is not translated from any other language and is created in English by English language speakers, the Hawaiian language assessment should be created in Hawaiian by Hawaiian language speakers. The DOE and BOE have recognized the need for a federal waiver to exclude ALL grades in Immersion schools from State testing until an appropriate assessment in the Hawaiian language is developed and we are eager for the opportunity to participate in the creation of an appropriate assessment. However, in the mean time, while understanding the importance of accurate assessments, we want the ability to discuss/identify alternative solutions.

In closing, we would like to thank the commission and staff for this opportunity to share these broad areas of concern as we continue to pursue our vision and mission, within the confines of Act 130 and consistent with the Native Hawaiian Education Act.

In the best interests of the local communities and the students we represent, we look forward to engaging in open dialogue with commission staff at the April 15, 2014 meeting to exchange ideas and share perspectives on these concerns and other issues that may arise. Our ultimate goal is for the commission and staff to work with us in a collaborative process so that we speak with one voice. We believe that this collaboration is essential to an exemplary contract that will benefit our children, families and communities.

Sincerely,

D. Leiilima Rapozo, Board President
Kawaikini New Century Public Charter School



Hakipu'u Learning Center

A Public Charter School

Ma ka hana ka 'ike Knowing is in the doing

Date: April 9, 2014

To: Catherine Payne, Chairperson

Cc: Tom Hutton, Executive Director

From: Charlene Hoe, Administrative Team

Re: Current Process for Revision of Bilateral Contract and Performance Framework

The charter school community takes the development of the bilateral contracts seriously and has done so since the early discussions of the Charter School Task Force. The possibility of having true bilateral contracts raised hopes and fears. With that in mind the leaders of charter schools across the state determined that we wanted to contribute to the process to try to realize those hopes and alleviate the fears. Earlier this school year, the HPCS Commission staff informed the charter school community of their efforts to review and update the current bilateral contract and performance framework in preparation for the next round of contracts. From that presentation, I thought I understood that the staff was trying to make the language more flexible and user friendly to both the Commission office and the charter schools, and that this first year of experience with the contract had shed light on areas of the contract that could be improved with language that gave more clarity and flexibility. I went away from that discussion hopeful that some of our concerns raised in the first drafting process were being heard, that this round of negotiation would in fact be bilateral with iterative discussions between individual charter schools boards and the Commission and staff to draft contracts that align with the needs of both the Commission and the individual charter schools.

When we received the draft later in the year and I read through the new draft, I found those hopes were not met. In fact, it felt as if the revisions were going in exactly the opposite direction. So when the opportunities to meet with the Commission staff were posted, I with many others from of our charter school community attended the February 19th discussion session at Leiopapa A Kamehameha Building. Having read through and notated the entire packet, we came prepared to recognize what we considered positive changes and to give feedback and suggestions regarding changes for which we had serious concerns. Though the agenda format and timeframe of the meeting made it challenging, many of the concerns and suggested fixes, some of which were indeed material in nature, were shared but, due to time constraints of facility or staff, not fully discussed or worked out.

Many of the most serious concerns, as noted by the communication from Nā Lei Na'auao and supported by our school, remain in the contract in this current draft. I am disappointed that I was not successful in communicating the breath of my/our concern(s), or that we did not do it often enough or in the correct format to be fully considered. I am also disappointed that our concerns seem to have been deemed immaterial. As with the earlier versions of the charter school law, Act 130 preserves the overall purpose of the law to create genuine, community-based educational initiatives that serve the needs of learners in their communities with innovative educational choices; and, it continues to affirm the autonomy of the Governing Boards to enable them to accomplish this. Elements of the current draft significantly undermine all of this. I trust that the Commission and the staff are trying to insure that all charter schools have the

opportunity to succeed and that the Commission has the tools it needs to oversee that effort. I do not trust that both are possible with the current language and tone of the contract.

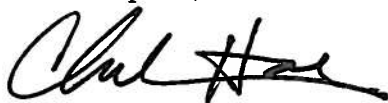
All of our communities embarked on this initiative to create meaningful learning environments for our youth and their families; and, despite inadequate resources – facilities, funding, and otherwise – have continued to develop our programs, kept the focus on continuous improvement and evolution, engaged students in the learning process, and built community networks to make it all happen. It is the way from which many of the schools were launched and it is the way in which we would like to continue to work - in collaboration with all of the stakeholders including the Commission and its staff. The charter schools are not the enemy; we collectively – students, families, communities, supporters, schools, and the Commission – are a mechanism to add innovation and genuine, community-based schools to the arsenal of Hawai'i public schools striving to prepare our children for their 21st century paths. We are also not preservationists trying to protect our status quo; we sincerely seek continuous improvement to better serve our youth. To do that, the essence of the process for “research and development” needs to be preserved – autonomous boards; flexibility to implement timely, data-driven changes; development and integration of meaningful, whole being accountability processes; and adequate resources. We know the contract does not in itself give all of that but it is the foundational document from which the work to realize that potential can take place. If the contract forces us into a single box, that potential is gone.

Charter school communities inspire commitment and contribution - cohorts of individuals, families, and groups who volunteer time, expertise, and materials. The work done by charter schools to develop school specific measures to enable a more holistic accountability model is a case in point. Collectively, school staff contributed 1000s of hours above and beyond their “jobs;” community groups offered expertise, data collection trials, consultation, and materials; national groups shared their research, exploration of best practices, and encouragement; students and families informed the work with their “in-the-field” feedback and guidance. All of this work is still ongoing.

The approaches that the charter community is asking the commission to recognize and value are not entirely unique; they include elements of what was historically known and practiced and is rediscovered today; they include elements of “best practice” on the international level as demonstrated in Finland, Singapore, and elsewhere; and they include elements of healthy communities everywhere. What is new – or renewed – is the individual communities taking on the kuleana to contribute to finding educational solutions/options for their youth and not waiting for others to solve the problem. These communities and their charter schools are not just talking about setting up for 21st century skills, they are modeling them.

If you have reached this point in my letter, I thank you for your courtesy and your willingness to consider this mana'o. You, like our individual charter schools, are charting a new path for education in Hawai'i. We look forward to working with you to make it a path that aligns well with the aloha and waiwai of this place and its communities, and honors the rich diversity of those communities. Thank you for all that you contribute – time, expertise, caring, and more.

Mālama pono,



Charlene Hoe
Administrative Team



Hālau Kū Māna

New Century Public Charter School

April 9, 2014

To: Catherine Payne, Chairperson
Performance and Accountability Committee

Cc: Tom Hutton, Executive Director

Testimony Letter for April 10 Charter Commission General Business Meeting

Aloha Chairperson Payne and Charter Commission members,

The Halau Ku Mana Public Charter School Governance Board is concerned with several large overarching issues within the bilateral contract. There are proposed material changes to the contract that are of critical concern to our school as we believe these changes inhibit the governing boards' ability to manage the schools in the spirit and intent of their individual vision and mission.

Below are major overarching issues we wish to bring to your attention:

1. The contract template undermines the intent of 130 which clearly states that each school shall have the opportunity to negotiate a bilateral contract.

Charter schools willingly complied with the Commission's request for a standard one year interim contract with a clear understanding that individual contract negotiations would occur the following year. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

2. The complexity of the contract and its possible implications and the timeline in which our Boards are required to review and act on the new draft make it imperative that governing boards have immediate access to legal counsel to guide them through the process.

Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and potential hidden impacts is not scrutinized with a legal lens and fully understood by all parties.

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools.

By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school and implementation of the vision and mission of the charter. With this accountability comes control.

Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the Governing Board for all charter schools, thus, removing the local governing board's autonomy and accompanying accountability and control of the individual charter schools. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

4. The proposed Performance Framework is also problematic. It directly impacts a charter school's ability to meet the purpose of ACT 130 "to provide genuinely community-based education."

Charter schools experienced inordinate challenges in getting school specific measures that were developed with clear intent to address curriculum, instruction an assessment tailored to native learning styles and multiple intelligence, recognized and accepted with fair and meaningful assessment weights after months of intensive work on these measures.

The push back from 40% to 25% weight is difficult to comprehend. We stand united in our quest for a **40% weight** on school specific measures and request a **three-year pilot period**.

Furthermore, with the passing of BOE policy 2104, the Na Lei Na'auao proposed school specific framework will better align with the goals of 2104 which are to:

- Provide guidance in developing, securing, and utilizing materials that support the incorporation of Hawaiian knowledge, practices and perspectives in all content areas
- Provide educators, staff and administrators with a fundamental knowledge of and appreciation for the indigenous culture, history, places and language of Hawai'i
- Develop and implement an evaluation system that measures student outcomes, teacher effectiveness and administration support of Hawaiian Education. An annual assessment report to the Board of Education is required to ensure accountability
- Use community expertise as an essential means in furtherance of Hawaiian Education
- Ensure that all students in Hawai'i's public schools will graduate with proficiency and appreciation for the indigenous culture, history, and language of Hawai'i

I urge you to pass a 40% weighting to the school specific measures with a three year pilot period; access to legal counsel through the negotiations process; the ability for the Halau Ku Mana School Governance Board to negotiate a bi-lateral performance contract directly with the Commission; and affirm the authority of governing school boards to review, approve and amend school policies and procedures.

Sincerely,



Patricia Brandt, Board President
Halau Ku Mana School Governance Board



KAMEHAMEHA SCHOOLS

WRITTEN TESTIMONY TO THE STATE CHARTER SCHOOL COMMISSION

By Wai‘ale‘ale Sarsona
Kamehameha Schools

Meeting Date: April 10, 2014
Queen Liliuokalani Building, Room 404

To: Chair Payne and Members of the Commission

RE: Comments on Timeline for Contract Template

As an organization dedicated to the education of Native Hawaiians, Kamehameha Schools provides these comments in connection to proposed May 10th date for the Commission to approve a contract template or master contract for all Hawaii public charter schools.

The long-standing achievement gap of Native Hawaiian students in the state’s public schools is a significant concern for Kamehameha Schools and for many diverse stakeholders including the legislature, the Department of Education, the Board of Education and the Charter School Commission. Increasingly, data and practice in indigenous communities demonstrate the importance of culturally relevant education as a means for engaging and empowering students and their families in the learning process. To that end, Kamehameha Schools supports promoting the achievement and success of Hawai‘i’s public school students and, as such, has been a collaborator with the Hawai‘i public charter schools for over a decade. Through our work with public charter schools, we hope to significantly impact more children and their families through education. We believe charter schools provide positive choices for education and ultimately enhance both achievement and engagement for students across Hawai‘i.

We have focused many of our efforts on facilitating and promoting charter schools operations and their success, including recent efforts to share with the Commission best practices for school specific measurement criteria. We believe that the Board’s adoption of policies and its development of an office of Superintendent of Hawaiian Education point toward a formal acknowledgement of the importance of culture-based education. We firmly believe that academically rigorous, innovative educational practices and culture-based learning are at the heart of the charter school movement.

We are, therefore, deeply concerned about communications we have received from numerous Hawaiian focused charter school leaders about their inability to fully and adequately negotiate performance-based contracts. It is our understanding that charter schools may be facing a June 30th expiration of their current contracts without adequate legal representation or the resources to procure and consult with legal counsel to evaluate contract provisions and formulate appropriate proposals or counter-proposals. We understand further that there have been many informational meetings and discussions, including more scheduled for this week and next, none of which were truly understood as the sole opportunity for good faith negotiations of substantive contract provisions.

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We ask that you defer finalizing the master contract until schools are provided with meaningful legal representation to adequately and in good faith negotiate the contract terms or a more thorough explanation of the rights and responsibilities of the school leaders as to the contracts can be provided.

Founded in 1887, Kamehameha Schools is a statewide educational system supported by a trust endowed by Princess Bernice Pauahi Bishop, whose mission is to improve the capability and well-being of Native Hawaiian children through education. We serve K-12 students through campus programs on O‘ahu, Hawai‘i and Maui, and three-and-four-year-olds at preschool sites statewide. We believe that by continuing to be a part of the dialog around these policies, we can contribute in a positive and meaningful way.



Date: April 9, 2014

To: Catherine Payne, Chairperson
Performance and Accountability Committee

Cc: Tom Hutton, Executive Director

From: Ke Kula 'O Nāwahīokalani'ōpu'u Iki LPCS Governing Board

Ke Kula 'O Nāwahīokalani'ōpu'u Iki LPCS requests clarification on several large overarching issues related to the bilateral contract that negatively impact our school and Nā Lei Na'auao Charter School Alliance. There are proposed material changes to the contract that are of critical concern to Nāwahī. The schools believe that these changes inhibit the governing boards' ability to manage the schools in the spirit and intent of our individual vision and mission.

We write this letter with a strong desire to work with you to assure the continued integrity and intent upon which Nāwahī and other charter schools have been established. It is our desire to engage in open dialogue to help us all understand the rationale or reasoning behind these changes as they are contrary to our understanding and interpretation of Act 130.

Listed below are what we see as being major overarching issues that we wish to bring to your attention:

1. The contract template undermines the intent of 130, which clearly states that each school shall have the opportunity to negotiate a bilateral contract.

Charter schools willingly complied with the Commission's request for a standard one-year interim contract with a clear understanding that individual contract negotiations would occur the following year. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

2. The complexity of the contract and its possible implications and the timeline in which our Boards are required to review and act on the new draft make it imperative that governing boards have immediate access to legal counsel to guide them through the process.

Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and potential hidden impacts is not scrutinized with a legal lens and fully understood by all parties.

6-120 'Ōpūkaha'ia St
Kea'au, HI 96749
(808) 982-4260
(808) 966-7821
www.nawahi.org

Ka Papa Alaka'i

Kēhaulani 'Aipia-
Peters,
Pelekikena

Kēhaulani Shintani,
Hope Pelekikena

Puamana Paikai,
Kākau 'Ōlelo

Leilani Ka'apuni,
Pu'ukū

Kamalei Hayes

Kauano Kamanā

Nāmaka Rawlins

William H. Wilson

No 'Ane'i Ko
Kākou Ola!

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools.

By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school and implementation of the vision and mission of the charter. With this accountability comes control.

Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the Governing Board for all charter schools, thus, removing the local governing board's autonomy and accompanying accountability and control of the individual charter schools. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

4. The proposed Performance Framework is also problematic. It directly impacts a charter school's ability to meet the purpose of Act 130 "to provide genuinely community-based education."

Charter schools experienced inordinate challenges in getting school specific measures that were developed with clear intent to address curriculum, instruction an assessment tailored to native learning styles and multiple intelligence, recognized and accepted with fair and meaningful assessment weights after months of intensive work on these measures.

The push back from 40% to 25% weight is difficult to comprehend. We stand united in our quest for a 40% weight on school specific measures and request a three-year pilot period.

Continent-based financial requirements not reflective of Hawai'i context, and arbitrary enrollment and other benchmarks not reflective of historical Hawaii Charter School experience are an issue.

For example, unilateral policies such as retaining a 25% fund balance reserve and 95% enrollment variance should be based on historical data collected by individual schools. Fund reserve balances should be based purely on state distributions.

Schools are also held to highly prescriptive requirements and requests for information that places an overwhelming burden on already strapped, minimally staffed administrations.

The following are the specific performance contract revisions that assure the “flexibility and independent authority” of the governing board to implement the framework of curriculum and instructional approaches in the medium of Hawaiian:

**Ke Kula ‘O Nāwahīokalani‘ōpu‘u Iki LPCS
Proposed Revisions to the Performance Contract**

The following are revisions to the Performance Contract that the Governing Board of Ke Kula ‘O Nāwahīokalani‘ōpu‘u Iki LPCS proposed and approved on May 7, 2013.

Revisions are highlighted in yellow.

WHEREAS, Article X, Section 1 of the Hawaii State Constitution provides for the establishment, support and control of a statewide system of public schools free from sectarian control, a state university, public libraries and such other educational institutions as may be deemed desirable, including physical facilities therefor;

WHEREAS, Article XV, Section 4 establishes English and Hawaiian as the official languages of Hawai‘i.

WHEREAS, Article XII, Section 7 requires the State to “protect all rights, customarily and traditionally exercised for subsistence, cultural and religious purposes and possessed by ahupua‘a tenants who are descendants of native Hawaiians...” with protection of child and family use of the Hawaiian language from elimination through marginalization in compulsory education recognized as a central aspect of these rights by the school board.

WHEREAS, the federal Native American Languages Act of 1990 recognizes Hawaiian as a Native American language subject to distinctive federal policies relative to education through the medium of Native American languages including the right of Native American children in federally funded education to express themselves through Native American languages.

WHEREAS, on December 15, 2010 President Obama endorsed the United Nations Declaration on the Rights of Indigenous Peoples that includes rights of indigenous families to choose education for their children through the medium of indigenous languages

WHEREAS, Hawai‘i Revised Statutes 302H Hawaiian Language Medium Education includes specific provisions for education through Hawaiian for children who enter the state school system(including its charter school system) speaking Hawaiian and for those enrolled in schools taught through Hawaiian.

WHEREAS, the Hawaii State Constitution Article X Section 4 further directs that the "State shall promote the study of Hawaiian culture, history and language. The State shall provide for a Hawaiian education program consisting of language, culture and history in the public schools. The use of community expertise shall be encouraged as a suitable and essential means in furtherance of the Hawaiian education program";

WHEREAS, HRS302D-12 charter school governing boards powers and duties shall have oversight and responsible for the organizational viability and shall operated within the scope of the charter contract and fulfill the obligation and commitment of its charter;

Therefore, be it resolved...

3.3.1. Consistent with State law, the School shall implement the Common Core or other State academic standards as may hereafter be approved by the State Board of Education (BOE) when such standards are not in conflict with other state or federal law or policy.

3.7. English Language Learners. The School shall provide services to students with limited English proficiency in compliance with all federal and State laws, regulations, rules, court orders, policies, procedures and guidance, all as may be amended from time to time, to ensure linguistic accessibility to the School's educational program within the context that the school is a Hawaiian Language Medium School taught through a federally recognized native American language and subject to distinctive state and federal law and policy. The Commission shall provide the School with technical assistance similar to those services provided by the DOE complex areas to the DOE-operated public schools. The School shall also assist Immigrant Children and Youth, as defined in Section 3301(6), Title III, Elementary and Secondary Education Act, as the same may be amended from time to time, in meeting the State academic content and student academic achievement standards that all public school students are expected to meet.

4.1.1. Consistent with the requirements of Sec. 302D-16(a), HRS, the School's academic performance under this Contract shall be evaluated based on the School's record of performance according to the State accountability system as may be amended from time to time consistent with State and federal requirements and shall give due consideration to the School's performance based on any Commission-approved school-specific indicators adopted by the School, except when in conflict with state or federal law or policy.

4.1.2. The School's organizational and financial performance under this Contract shall be evaluated using the Organizational and Financial Performance Frameworks, respectively, attached as Exhibit B to this Contract. These Performance Frameworks shall supersede and replace any and all financial operation metrics and organizational performance metrics established prior to the execution of this Contract and not explicitly incorporated into the Performance Frameworks. The specific

terms, forms and requirements of the Performance Frameworks, including any required indicators, measures, metrics and targets, are maintained and disseminated by the Commission and shall be binding on the School, **except when in conflict with state or federal law or policy**. Material amendments to the Performance Frameworks shall require approval by the Commission.

4.3. State Accountability System. The School shall be subject to and comply with all requirements related to the State assessment and accountability system for all public schools, **except when in conflict with state or federal laws or policy related to the use of the Hawaiian language as the medium of education**. The School shall administer all student testing as required by federal and State law, rule, policies and procedures, **except when in conflict with state or federal law or policy related to the use of the Hawaiian language as the medium of education**. The School may elect to administer assessments in addition to the State's summative test. These additional assessments will not be factored into the School's index score for the purposes of the State school accountability system but the School may use them for the School's Commission-approved school-specific goals and measures, if any, and the Commission shall factor them into the overall accountability assessments in accordance with the Performance Frameworks.

5.5. Enrollment Preferences. The School shall not impose enrollment preferences, except as provided for **by law or** in Exhibit A (Educational Program) or otherwise approved by the Commission.

10.3. Teacher Credentials. The School's teachers shall comply with applicable State licensing requirements consistent with the Elementary and Secondary Education Act and collective bargaining agreement, as such requirements may be amended, **except when those requirements are in conflict with other state or federal law or policy**. Teachers shall be licensed by the Hawaii Teachers Standards Board and shall meet the federal designation of "Highly Qualified" as adopted by the DOE and defined in the *"Title IIA Highly Qualified Teacher Guidelines,"* updated May 2012, as may be amended, **except when those requirements are in conflict with other state or federal law or policy**. If the School receives Title I funding, the School shall ensure that 100% of teachers in core academic subjects are Highly Qualified, and federal funds shall not be used to pay for teachers who do not meet this requirement, **except when those requirements are in conflict with other state or federal law or policy**.

10.4. Evaluations. Pursuant to Board of Education Policy 2055, the School is responsible for implementing principal and teacher evaluation systems that are based on efficiency, ability, contribution to student learning and growth. The School may elect to implement the State- developed educator evaluation system or to develop and implement its own educator evaluation system that meets the criteria outlined in BOE Policy 2055, as may be amended from time to time, **except when those criteria are in conflict with other state or federal law or policy**.

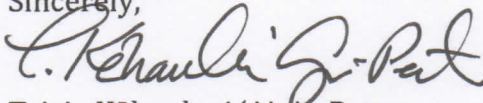
11.5. Educational Data. Pursuant to Sec. 302D-23, HRS, the School shall comply with the minimum educational data reporting standards established by the Board of Education (BOE) and with additional data reporting required by the Commission in its oversight of this Contract and shall ensure all data is accurate and complete, except that the school shall not be required to provide data the collection of which is contrary to state or federal law or policy. For the purposes of complying with the BOE's educational data reporting standards, the School shall only use data systems that have been approved by the BOE as complying with the BOE-approved data reporting standards and shall obtain prior written approval from the BOE for any data system that has not been so approved.

14.11. Compliance with State and Federal Law and Policy Relating to Education Through the Medium of the Hawaiian Language.

Notwithstanding any provision of this agreement, including attached exhibits, the school shall not be required to carry out any activity in conflict with any state or federal law or policy that can be related to the use of the Hawaiian language by the school, its staff, its participating families or its enrolled students.

Mahalo, and we look forward to arriving at a common understanding that will produce exemplary contracts for our Hawai'i charter schools.

Sincerely,



Tricia Kēhaulani 'Aipia-Peters
Chair, Governing Board

Chairperson Payne and members of the State Public Charter School Commission:

On January 14, 2014, I received the attached letter from the Attorney General's Office. The Executive Director of the State Charter School Commission (Tom Hutton) has refused to recognize this opinion and is continuing to operate under the belief that your Commission can use federal impact aid to supplant funding for charter school facilities. To make matters worse, the use of these funds is documented in Senate Bill 2516. In his numerous testimonies in support of this bill Tom Hutton wrote, "As noted in the bill's findings, the Commission currently is implementing a Facilities Pilot Program for the awarding of funds to charter schools for relatively small-scale facilities projects and has allocated approximately \$680,000 of federal Impact Aid funds to this program from out of a temporary but sizable increase in such funds for the current fiscal year. Funds for the pilot program are planned for distribution around the beginning of the 2014 academic year. This initiative by the Commission has engendered considerable controversy among some of the charter schools, which are anxious about the adequacy of their operating funds, as well as concern that the precedent not be misperceived by the Legislature as a sign that the Commission somehow can address the facilities challenge using existing resources. Despite these concerns, the Commission has seized this opportunity to move ahead with the initiative, in an attempt to demonstrate that a program of investing in charter school facilities will prove a sound investment for the public, and to allow the system to work through any legal and practical issues before any additional state funds are invested."

Here is what our contract says about use of federal monies:

8.5. Federal Funding. Pursuant to Sec. 302D-28, HRS, the School shall be eligible for all federal financial support to the same extent as all other public schools. The Commission shall timely distribute federal funds to the School based on the same methodology used by the DOE to distribute the funds to DOE-operated public schools; provided that the Commission may, by a majority vote at a public meeting, elect to employ an alternative distribution method where such discretion is allowed. The Commission shall make the DOE allocation methods publicly available and shall work with the DOE and the School where questions of equity may arise.

The Commission is bound to follow the law concerning use of federal monies.

The federal Office of Elementary and Secondary Education says on its website:

"Most Impact Aid funds, except for the additional payments for children with disabilities and construction payments, are considered general aid to the recipient school districts; these districts may use the funds in whatever manner they choose in accordance with their local and State requirements. Most recipients use these funds for current expenditures, but recipients may use the funds for other purposes such as capital expenditures. Some Impact Aid funds must be used for specific purposes. All payments are distributed by wire transfer directly to the bank accounts of school districts. School districts use Impact Aid for a wide variety of expenses, including the salaries of teachers and teacher aides; purchasing textbooks, computers, and other equipment; after-school programs and remedial tutoring; advanced placement classes; and special enrichment programs. Payments for Children with Disabilities must be used for the extra costs of educating these children."

State law says:

§302D-28 Federal funds received by the department for charter schools shall be transferred to authorizers for distribution to the charter schools they authorize in accordance with the federal requirements.

§302A-1401 Administration and use of federal funds, including early education. (a) The board, designated as the administrators of such funds as may be allotted to the State under federal legislation for public educational purposes, subject to such limitations as may be imposed by congressional action,

shall use and expend the funds:

- (1) To improve the program of the public schools of the State, including any grades up to the fourteenth grade or such lower grade as shall be prescribed as a maximum for such purposes by the Act of Congress concerned, by expanding the educational offerings, particularly in the rural districts;
- (2) For the payment of salaries to teachers;
- (3) To employ additional teachers to relieve overcrowded classes;
- (4) To adjust the salaries of teachers to meet the increased cost of living, within such limits as may be fixed by, and pursuant to, state law;
- (5) To provide for the purchase of supplies, apparatus, and materials for the public schools; and
- (6) For any of such purposes and to such extent as shall be permitted by the Acts of Congress concerned.

§302A-1402 Custodian of federal funds. The director of finance is designated as custodian of all funds received as the state apportionment under any federal appropriations for public educational purposes and the director shall disburse the funds, pursuant to the requirements, restrictions, and regulations of the federal acts under which the funds may be provided, on vouchers approved by the board, or by any subordinate thereunto duly authorized by the board.

§302A-1403 Authority to secure federal funds. The department, the state public charter school commission, a charter school authorizer, director of finance, and governor may take such steps and perform such acts as may be necessary or proper to secure any such federal funds for the purposes specified in sections 302A-1401 and 302A-1402.

§302A-1404 Federal impact aid military liaison. (a) The department and the state public charter school commission or an authorizer, as appropriate, may retain and expend federal indirect overhead reimbursements for discretionary grants in excess of the negotiated rate for such reimbursements as determined by the director of finance and the superintendent or the director of finance and the state public charter school commission or an authorizer, as appropriate.

(b) Each fiscal year the department of education may set aside \$100,000 of federal impact aid moneys received pursuant to this section to:

(1) Establish and fund a permanent, full-time military liaison position within the department of education; and

(2) Fund the joint venture education forum to facilitate interaction between the military community and the department of education.

The military liaison position established under paragraph (1) shall be exempt from chapter 76 but shall be eligible to receive the benefits of any state or federal employee benefit program generally applicable to officers and employees of the State.

What does the Department say about use of Impact Aid funds?

<http://www.hawaiipublicschools.org/ParentsAndStudents/MilitaryFamilies/Pages/About-Impact-Aid.aspx>

These federal reimbursements for a portion of the cost of serving federally connected students are critical in supporting all Hawaii public schools and students. The funding supports:

1. School-level substitute teachers;
2. funds permitting one-time supplemental programs; and
3. funds permitting funding shortfalls.

Charter schools receive a proportionate per pupil level of funding from Impact Aid funds as non-charter schools.

Only the DOE has the authority to fund school level facilities related projects, enter into contracts related to facilities or acquire property:

§302A-1504.5 School-level minor repairs and maintenance special fund[;] reporting of carry over

funds. (a) There is established within the state treasury a special fund to be known as the school-level minor repairs and maintenance special fund, into which shall be deposited all moneys collected pursuant to section 235-102.5(b), and any other moneys received by the department in the form of grants and donations for school-level minor repairs and maintenance. The special fund shall be administered by the department and used to fund school-level minor repairs and maintenance. (b) The department shall submit to the director of finance a report that shall be prepared in the form prescribed by the director of finance and shall identify the total amount of funds in the school-level minor repairs and maintenance special fund that will carry over to the next fiscal year. The department shall submit the report to the director of finance within ninety days of the close of each fiscal year and a copy of the report to the legislature no later than twenty days prior to the convening of each regular session.

§302A-1506 Public school facilities. The department may enter into such contracts, leases, lease-purchase agreements, or other transactions as may be necessary for the acquisition of public school facilities, including any lands for these facilities, on such terms as it may deem appropriate with the concurrence of the director of finance.

Who decides if “discretion is allowed” when the Commission chooses to distribute federal monies through an “alternative distribution method?” The Commission (as authorizer) has their authority defined in §302D-5. It says they shall “Be responsible for the receipt of applicable federal funds from the department and the distribution of funds to the public charter school it authorizes.”

And here is what the contract says about conflicts between the law, the contract and administrative rules (which the Commission does not have yet):

14.4. Conflict Between Contract, Law and Administrative Rules. In the event of a conflict between this Contract, State law and the administrative rules pertaining to charter schools, the order of precedence shall be State law, followed by administrative rule, followed by the terms and conditions of this Contract.

Finally, here is what the contract says about resolution of disputes:

14.5. Disputes Resolution. It is the intent of the parties to communicate on a regular basis in a positive and effective manner. The parties agree to communicate areas of concern as they arise and to address those concerns in a professional manner. Any disputes between the Commission and the School which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by the full Commission in writing, within 90 calendar days after a written request by the School for a final decision concerning the dispute; provided that where a disputes resolution process is defined for a particular program area (e.g., IDEA, Section 504, etc.), the Parties shall comply with the process for that particular program area; and further provided that the parties may mutually agree to utilize the services of a third-party facilitator to reach a mutual agreement prior to decision by the full Commission. Any such final decision by the Commission shall be final and conclusive.

This dispute between the Commission and Connections PCS has arisen under and by virtue of this Contract. It has not been resolved by mutual agreement. Connections PCS is officially requesting a final decision concerning the use of Federal Impact Aid for the proposed “Facilities Pilot Program” within 90 calendar days as provided for in Section 14.5 of the Contract.

Your Commission, and Mr. Hutton, are also refusing to negotiate a new charter school contract with individual charter schools. Last year, you managed to get a budget proviso that forced our schools to sign the contract or lose most of our per pupil state funding. On February 21, 2014, I gave a letter to Commission staff requesting individual negotiations. On March 6, 2014 our Governing Board chair and I received an email from Jannelle Watson with an attached letter from Catherine Payne and Thomas Hutton. The letter did not address our request to negotiate the contract. We were directed to contact Stephanie Klupinski if we wanted to set up a phone call to discuss this matter with our Governing Board. I responded,

“Stephanie,

I am assuming you have seen the attached document that Tierney (our Governing Board chair) and I received today. Our February 21, 2014 letter called for the beginning of REAL negotiations of the new bilateral contract per §302D-5(4). I think our Governing Board would be more than willing to begin negotiations with a phone call. However, if the intent is to "fine-tune" a boiler plate contract that will be the same for all charter schools, I sincerely doubt that our Governing Board will find any interest in participating. We are seeking to negotiate a unique, bilateral contract.”

On March 7, 2014 Tom Hutton replied, “John, while there are a few school-specific elements, such as each school’s Exhibit A and, if the school wishes propose any, the school-specific elements of the Academic Performance Framework, the rest of what we all are working on here is the baseline accountability provisions that will be applied fairly and even-handedly to all 34 schools, not 34 varieties of them.

If a particular contract provision truly fails to recognize a particular school’s exceptional circumstances, the Commission’s approach is to explore how that provision can be revised to account for those circumstances so that it still works for all schools, in a way that preserves fairness for all.

The collective and individual engagement of the schools is very important to this process. The Commission remains committed to respectfully discussing, carefully considering, and thoughtfully addressing the input it receives.”

It appears that the Commission is recognizing the need for Administrative Rules regarding this contract. It also appears that the Commission may not be following the §91 procedures for the creation of these rules. On April 7, 2014 I requested advance notice of your rulemaking proceedings pursuant to §91-3. I also asked where your proposed state agency rules are being posted on the Internet as provided for in §91-2.6. I have received no response.

This is not the first time Connections has sought to negotiate a Contract based on §302D-5(4). On April 1, 2013 the directors of Laupahoehoe, Hawai’i Academy of Arts & Science, Connections, Kua o ka La, Kula Aupuni Niihau A Kahelelani Aloha, and Halau Lokahi submitted a list of 36 questions and/or concerns with the 3/11/13 version of the charter contract template. One of our concerns (Section 6.2) was addressed in the “FINAL” version of the contract template released on 3/22/13. The previous version would have required charter school administrators to go beyond the scope of the law in punishing our students. We believe there are still many more examples in the current version of the contract where the Commission appears to exceed its authority in overseeing the charter schools.

On April 25, 2013, the directors of Laupahoehoe, Hawai’i Academy of Arts & Science, Connections, Kua o ka La, Kula Aupuni Niihau A Kahelelani Aloha, and Halau Lokahi met with Mr. Tom Hutton, Ms. Karen Street, Ms. Dede Mamiya and other CSAO staff. We attempted to air our grievances concerning the contract and specifically asked Mr. Hutton and Ms. Street to consider inserting language into the contract that would make Section 13.2 unenforceable without administrative rules duly promulgated under §91. They informed us that they believed that Section 13.2 already contains such

language and that we should seek clarification through our deputy attorney general. Our attorney replied, "The language in 13.2 of the contract still allows the Commission to revoke a charter contract (within the 1 year period) for the reasons listed in HRS section 302D-18(g)(1), (3) and (4)." Charter schools can still be closed for the following reasons:

- (1) Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required under this chapter or the charter contract;
 - (3) Failed to meet generally accepted standards of fiscal management; or
 - (4) Substantially violated any material provision of law from which the charter school is not exempted.
- While we six schools would like to "trust" your Commission, our history is plagued with attempts to shut down, micromanage and harass our charter schools. We do not have a history of "trust" where authorizers are concerned and the blatant refusal by this Commission to negotiate this contract has not given us a reason to "trust" your intent as the new authorizer.

On April 29, 2013, I was asked by the CSAO to attend a meeting on Oahu concerning the Special Education Guidelines for charter schools. During our discussion, I mentioned that Section 3.5.2 of the contract is inconsistent with language being proposed by the DOE. The DOE guidelines say, "The DOE will provide the PCS special education related position(s) (not the individual) in accordance with the staffing methodology for DOE schools." Section 3.5.2 says, "The DOE is responsible for reviewing all of the current individualized education programs of special education students enrolled in a charter school and may offer staff, funding or both, to the charter school based upon a per-pupil weighted formula implemented by the DOE and used to allocate resources for special education students in the public schools." The DOE uses the word "will" and the contract uses the word "may" concerning the allocation of positions. I asked Debra Farmer (State Administrator of Special Education) if she had been consulted regarding the provisions in the contract concerning special education. She said that she had not. I pointed out that the language of the contract was not consistent with the guidelines. I showed her the language in the contract and she agreed that "may" should be changed to "shall" in Section 3.5.2. The latest version of the contract still uses "may".

I'd like to also point out another section of the contract that is having a major impact on many of our charter schools: Section 3.4 Graduation Requirements for High Schools. It says, "The School shall comply with BOE Policy 4540..." In our 36 questions, our six charter schools asked, "Are schools required to follow the specific course requirements when classes are taught through a project-based or integrated curricular approach? What is the process/timeline for granting waivers?" While charter schools are accountable for complying with State educational standards, we are not required to implement the curricula taught in DOE schools. By forcing us to employ the BOE Graduation Requirements, we are being forced to utilize the minimum course and credit requirements to receive a high school graduation diploma. The law (§302D-1) defines charter schools as having "the flexibility and independent authority to implement alternative frameworks with regard to curriculum, facilities management, instructional approach, virtual education, length of the school day, week, or year, and personnel management." Again §302D-12 says, "The governing board shall be the independent governing body of its charter school and shall have oversight over and be responsible for the financial, organizational, and academic viability of the charter school, implementation of the charter, and the independent authority to determine the organization and management of the school, the curriculum, virtual education, and compliance with applicable federal and state laws." The law clearly gives us "the independent authority to determine" the curricula in our schools. We have never been forced to follow the DOE graduation requirements. Why are we now being forced into following these requirements?

Finally I would like to, once again, invoke the law in framing our opposition to signing this contract. The definition of a "charter contract" in §302D-1 is, "a fixed-term, bilateral, renewable contract

between a public charter school and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.” Forcing all charter schools to follow one unamendable contract forces us to respond to the offer under duress. Undue influence is being applied and the Commission is taking advantage of its position of power. We have no free will to bargain. This contract may be considered null and void if challenged in a court of law.

The dispute between the Commission and Connections PCS has arisen under and by virtue of this Contract. It has not been resolved by mutual agreement. Connections PCS is officially requesting a final decision concerning the Commissions' refusal to negotiate an individual contract with our school. Again, we expect a written response within 90 calendar days as provided for in Section 14.5 of the current Contract.

Mahalo nui loa

RECEIVED JAN 14 2014

NEIL ABERCROMBIE
GOVERNOR



DAVID M. LOUIE
ATTORNEY GENERAL

STATE OF HAWAII
DEPARTMENT OF THE ATTORNEY GENERAL
235 S. Beretania Street, Room 304
HONOLULU, HAWAII 96813
(808) 586-1255

RUSSELL A. SUZUKI
FIRST DEPUTY ATTORNEY GENERAL

January 9, 2014

✓ Mr. John Thatcher
Connections PCS
174 Kamehameha Ave.
Hilo, Hawaii 96720

Mr. Steve Hirakami
Hawaii Academy of Arts and Science PCS
15-1397 Homestead Rd.
Pahoa, Hawaii 96778

Re: Use of Impact Aid for Facilities Pilot Program

Dear Mr. Thatcher and Mr. Hirakami:

This is in response to your December 24, 2013 letter to the Attorney General requesting answers to the following questions:

1. Does Act 159 of 2013 [Act 159, Session Laws of Hawaii 2013] give the Commission the authority to develop a "Facilities Pilot Program" with federal impact aid funds received from the State of Hawaii DOE?
2. Does the Commission have the authority to distribute federal impact aid funds in a manner that is not consistent with the manner in which federal impact aid funds are distributed to State of Hawaii DOE schools?

Upon review of the applicable law, our short response is that: (1) the Commission is not authorized to create a Facilities Pilot Program under HRS § 302D-E(e); and (2) the Commission may not use or distribute federal impact aid in a manner inconsistent with HRS §302A-1401.

DISCUSSION

Federal impact aid is given to states like Hawaii to "provide financial assistance to local educational agencies" burdened by federal government activity. 20 U.S.C. § 7001, *et seq.* The amount requested and awarded to states is based primarily on the amount of federally-connected children being educated in the State; however, awards may also be given

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to cover construction, facilities maintenance (for government owned buildings), and the cost of special education.¹ There is no clear Congressional mandate that these federal funds be used for specific purposes, except for those designated to provide children with disabilities a free and appropriate public education. 20 U.S.C.A. § 7703(d)(2).

At the State level, however, the Board of Education is charged with ensuring that federal impact aid "shall" be used to fund the following enumerated matters:

- (1) To improve the program of the public schools of the State, including any grades up to the fourteenth grade or such lower grade as shall be prescribed as a maximum for such purposes by the Act of Congress concerned, by expanding the educational offerings, particularly in the rural districts;
- (2) For the payment of salaries to teachers;
- (3) To employ additional teachers to relieve overcrowded classes;
- (4) To adjust the salaries of teachers to meet the increased cost of living, within such limits as may be fixed by, and pursuant to, state law;
- (5) To provide for the purchase of supplies, apparatus, and materials for the public schools; and
- (6) For any of such purposes and to such extent as shall be permitted by the Acts of Congress concerned.

HRS § 302A-1401(a).

On or about June 26, 2013, Tom Hutton, Executive Director of the Charter School Commission, proposed use of federal impact aid to fund a facilities funding pilot project.

¹ Federal impact aid is categorized in four general categories: (1) basic support payments; (2) payments for children with disabilities; (3) facilities maintenance; and (4) construction. Construction grants (both formula and competitive grants) are awarded to local school districts that are heavily impacted by federally connected students. See Elementary and Secondary Education Act, Title VIII, section 8007. It can be used to support school construction, emergency repairs and modernization.

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See CB and Impact Aid School Budgeting Implications Webinar dated 6/26/13
(<https://www.youtube.com/watch?v=SkT0GeCjLGE>).

In this case, \$4,209,282 in federal impact aid was given by the Department of Education (Hawaii DOE) to the Charter School Commission (Program ID No. 19998, Allocation Number 135) on or about August 1, 2013. The "guidelines for implementation" given by the Hawaii DOE was that: "These Impact Aid funds are considered by the USDOE to be general aid and thus may be used in whatever manner of the recipient's choosing in accordance with State requirements. The Commission may distribute the funds to the individual charter schools as it determines to be appropriate." (emphasis added).

This year, the amount of federal impact aid disbursed by the Hawaii DOE to the Commission (on behalf of the charter schools) increased from previous years. This has been described as an "anomaly" and believed to be a one-time increase. With these funds, the Commission decided to match last year's disbursement of \$285 per pupil to each charter school and retain \$1.2 million to fund a Facilities Pilot Project. In a December 12, 2013 Recommendation Submittal to Terri Fujii, it appears that the amount recommended to be withheld was reduced to \$683,876, with \$564,541 being distributed to charter schools on a "targeted basis" versus a per-pupil distribution. It must be noted that the Commission has not explained whether the money will be primarily used for operational costs (i.e., to fund positions to run the program) or to be distributed to schools in need of facilities funding.

The authority initially cited by Mr. Hutton in the Recommendation Submittal to allow for the use of impact funds for this pilot project was HRS § 302D-28(d), which provides:

Charter schools shall be eligible for all federal financial support to the same extent as all other public schools. The department shall provide all authorizers with all state-level federal grant proposals submitted by the department that include charter schools as potential recipients and timely reports on state-level federal grants received for which charter schools may apply or are entitled to receive. **Federal funds received by the department for charter schools shall be transferred to authorizers for distribution to the charter schools they authorize in accordance with the federal requirements.**

(Emphasis added).

Mr. Hutton then cited to Act 159, Session Laws of Hawaii (2013), which states:

§302D-E Facilities funding. (a) Beginning with fiscal year 2014-2015 and each fiscal year thereafter, the commission may request facilities funding for charter schools as part of its annual budget request to the director of finance.

(b) The legislature may make an appropriation based upon the facilities funding request pursuant to subsection (a).

(c) The governor, pursuant to chapter 37, may impose restrictions or reductions on appropriations for charter schools similar to those imposed on other public schools.

(d) This section shall not limit the ability of the director of finance to modify or amend any allotment pursuant to chapter 37.

(e) The commission shall develop criteria to determine the distribution of funds appropriated pursuant to subsection (b) to the charter schools. The criteria shall include but not be limited to distribution based on the need and performance of the charter schools.

(Emphasis added).

The question then is whether these statutes permit the creation of the Facilities Pilot Program using federal impact aid funds. Our answer is no.

Statutory Interpretation

In interpreting the application of any statute, the Hawaii Supreme Court has provided the following guidance:

First, the fundamental starting point for statutory interpretation is the language of the statute itself. Second, where the statutory language is plain and unambiguous, our sole duty is to give effect to its plain and obvious meaning. Third, implicit in the task of statutory construction is our foremost obligation to ascertain and give effect to the intention of the legislature, which is to be obtained primarily from the language contained in the statute itself. Fourth, when there is doubt, doubleness of meaning, or indistinctiveness or uncertainty of an expression used in a statute, an ambiguity exists. And fifth, in construing

an ambiguous statute, the meaning of the ambiguous words may be sought by examining the context, with which the ambiguous words, phrases, and sentences may be compared, in order to ascertain their true meaning.

Hawaii Gov't Employees Ass'n, AFSCME Local 152, AFL-CIO v. Lingle, 124 Haw. 197, 202, 239 P.3d 1, 6 (2010).

In instances where two statutes cover the same subject matter, the more specific statute will be favored over a more general one:

This court has stated that “[w]here there is a ‘plainly irreconcilable’ conflict between a general and a specific statute concerning the same subject matter, the specific will be favored.... [W]here the statutes simply overlap in their application, effect will be given to both if possible, as repeal by implication is disfavored.”

State v. Hoshijo ex rel. White, 102 Haw. 307, 315, 76 P.3d 550, 558 (2003)

In this case, HRS § 302D-E appears to be a clear and succinct statute that authorizes and clarifies how the Commission may obtain funding for charter school facilities. First, the Commission may make a facilities funding request as part of its annual budget request to the director of finance. Thereafter, the legislature may make an appropriation based on the facilities funding request; this amount, however, can be restricted or reduced by the governor and reduced by the director of finance. The Commission must create criteria to determine how these funds are to be distributed to the charter schools.

While HRS § 302D-E(e) specifically authorizes the Commission to create distribution criteria, it does not mention the ability to create a Facilities Pilot Project. Moreover, HRS § 302D-E9e) specifically states that the funds to be distributed, for which criteria must be developed, are funds appropriated pursuant to HRS § 302D-E(b) (i.e., funds from the legislature). The legislative history is also void of any mention of authorizing the Commission to create or fund a Facilities Pilot Program, as the stated legislative purpose was to “[a]uthorize the Charter School Commission to request facilities funding for charter schools as part of its annual budget request.” See S.B.244 CD1 CCR 153. Thus, it cannot be said that the legislature authorized the creation of a Facilities Pilot Program under HRS § 302D-E.

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It is also clear that facilities funding under HRS § 302D-E will come directly from the legislature. The language of the statute is clear that any funding disbursed by the Commission under the authority and auspices of HRS § 302D-E(e) must originate from the legislative appropriation made for charter school facilities funding.

Even if it is assumed that the Facilities Pilot Program was authorized -- which it was not -- there is no authority for the Commission to fund such a pilot program with charter school impact aid funds. As stated previously, funds disbursed pursuant to HRS § 302D-E(e) must come from a legislative appropriation made pursuant to HRS § 302D-E(b).

Moreover, federal impact aid is to be used in accordance with HRS §302A-1401, which is the statute that specifically governs the use of federal funds "allotted to the State under federal legislation for public education purposes."² This section of the statute lists specific purposes for which these funds may be used, such as the payment of salaries to teachers and to "provide for the purchase of supplies, apparatus, and materials for the public schools."³ Funding for public school facilities is not an enumerated purpose.

The Commission's reliance on HRS §302D-28(d) to support the use of federal impact funds for facilities funding is misplaced. HRS §302D-28(d) is a general statute that states that "federal funds received by the department for charter schools" are to be distributed in accordance with federal regulations. While both statutes appear to pertain to how "federal funds" are to be used, HRS §302A-1401 is the only one that pertains specifically to federal impact aid (i.e., given pursuant to federal legislation (20 USC § 7701) and is for public education purposes). When there is any conflict between a specific and general statute, the specific statute is favored. State v. Hoshijo ex rel. White, 102 Haw. 307, 315, 76 P.3d 550, 558 (2003). Thus, we interpret the statutes to require the Commission to follow HRS §302A-1401 rather than the HRS §302D-28(d) when it distributes federal impact aid.

We also note that even if HRS § 302D-28(d) applied specifically to federal impact aid, the Commission is still not authorized to use impact aid at its discretion. Section 302D-28(d), HRS, clearly states that federal funds are to be distributed in accordance with "federal regulations." We are unaware of any federal regulations allowing federal impact aid to be used for the improvement of facilities other than buildings owned by the U.S. Department of Education. See Section 8008 of the Elementary and Secondary Education Act.

² An argument may be made that pursuant to HRS §302D-25(a), the Commission is exempt from state laws in conflict with HRS §302D-28(d); however, HRS §302D-25(a) applies to the Charter Schools and not to the Commission or an authorizer.

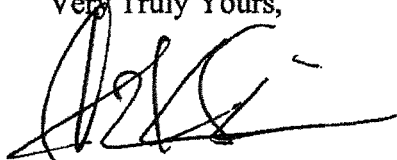
³ U.S. Department of Education has stated in its Impact Aid Fiscal Year 2013 Budget Request that "Basic Support Payments go into the general funds of these LEAs, which use them for such expenses as teacher salaries, computers, curricular materials, regular and special instruction programs and utilities."

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Because the Commission's proposed use of the impact aid is unclear, it must also be stated that the Commission has no authority to retain federal funds for its own purposes. Pursuant to HRS §302D-5(b)(3), the Commission, as an authorizer,⁴ is required to receive "applicable federal funds from the department" and to *distribute* the funds to the public charter schools it authorizes. See also HRS §§ 302D-7 (reporting requirement), 302D-17 (ongoing oversight). The Commission has no statutory authority to retain federal funds intended for charter schools.

Based on the foregoing discussion, we advise that the Commission is not authorized under HRS §302D-E to create a Facilities Funding Pilot Project; nor can it use federal impact aid to fund the project or in any manner inconsistent with HRS § 302A-1401.

Very Truly Yours,



Carter K. Siu
Deputy Attorney General

APPROVED:



David M. Louie
Attorney General

⁴ By definition, the Commission has been designated as the "authorizer" for all public charter schools "Commission" means the "state public charter school commission established pursuant to [section] 302D-3 as a statewide authorizer." HRS § 302D-1.



Ke Kula 'o Samuel M. Kamakau
Laboratory Public Charter School

46-500 Kūneki St. Kāne'ohe, Hawai'i 96744 *Kelepona: 808.235.9175 *Kelepa'i: 808.235.9173
E mālama 'ia ana ka mauli ola o kākou mai kēlā hanauna a i kēia hanauna.

Date: April 8, 2014

To: Catherine Payne, Chairperson
Performance and Accountability Committee

Cc: Tom Hutton, Executive Director

From: Ke Kula 'o Samuel M. Kamakau, LPCS

Ke Kula 'o Samuel M. Kamakau requests clarification on several large overarching issues within the bilateral contract. There are proposed material changes to the contract that are of critical concern. We believe that these changes inhibit our governing board's ability to manage the school in the spirit and intent of our individual vision and mission.

This letter is written in the spirit of aloha with the intent to share our concerns regarding the contract in its current form. It is our desire to engage in open dialogue to help us understand the rationale or reasoning behind these changes as they are contrary to our understanding and interpretation of ACT 130.

While there are other concerns and reservations, which remain from last year's contract, the following constitute the major overarching issues we wish to bring to your attention and will discuss at this meeting-

1. The contract template undermines the intent of Act 130 which clearly states that each school shall have the opportunity to negotiate a bilateral contract.

After discussing our concerns and reservations with Tom Hutton on June 3, 2013, we complied with the Commission's request for a standard one-year interim contract with major reservations as it was clear that negotiation was not an option at that time. We signed with a clear understanding that individual contract negotiations would occur the following year, pursuant to Act 130. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

2. The complexity of the contract, its possible detrimental implications and the timeline in which our Boards are required to review and act on the new draft, make it imperative that governing boards have immediate access to legal counsel to guide them through the process.

Many Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and the unilateral nature of the contract are not scrutinized with a legal lens, and fully understood by all parties.

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools.

By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school, and implementation of the vision and mission of the charter. With this accountability comes control.

Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the Governing Board for all charter schools, thus removing the local governing board's autonomy, accountability and control of the individual charter school. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

4. The proposed Performance Framework is problematic. It directly impacts a charter school's ability to meet the purpose of ACT 130 "to provide genuinely community-based education."

After months of intensive work to generate fair and meaningful assessments, Charter schools experienced inordinate challenges in obtaining school specific measures that were developed with clear intent to address curriculum, instruction and assessments, tailored to native learning styles and multiple intelligences.

The reduction from 40% to 25% weight is incomprehensible. The Hawaiian Focused Charter Schools (HFCS) stand united in our quest for a 40% weight on school specific measures and request a three-year pilot period. This pilot period will allow the HFCS adequate time to develop additional tools to measure student growth and readiness throughout the schools, allow time for trial data runs, and will allow adequate time to collect feedback from a national and international audience of experts in the field of culturally relevant evaluation and assessment.

5. Finally, we are requesting that the Commission allow Kamakau and all Hawaiian Immersion Charter Schools to identify alternative assessments to replace the translated HSA and upcoming Smarter Balance Assessment in our Academic Performance Framework Assessment for all grades.

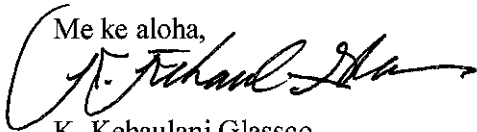
The use of the current state assessment data has the potential to gravely influence our APF results and is NOT an indication of achievement for our Hawaiian speaking students. We believe the current assessment lacks the requisite literary and lingual foundation to adequately measure any Hawaiian Language Immersion student's knowledge and we do not believe it is fair to the students or the schools, to administer incomprehensible assessments. Positive results on these assessments are not reasonably achievable. Additionally, as an official language of the State of Hawai'i, Hawaiian language should be afforded the same accommodations as English. As the English language based assessment (HSA) is not translated from any other language and is created in English by English language speakers, the Hawaiian language assessment should be created in Hawaiian by Hawaiian language speakers. The DOE and BOE have recognized the need for a federal waiver to exclude ALL grades in Immersion schools from State testing until an appropriate assessment in the Hawaiian language is developed and we are

eager for the opportunity to participate in the creation of an appropriate assessment. However, in the mean time, while understanding the importance of accurate assessments, we want the ability to discuss/identify alternative solutions.

In closing, we would like to thank the commission and staff for this opportunity to share these broad areas of concern as we continue to pursue our vision and mission, within the confines of Act 130 and consistent with the Native Hawaiian Education Act.

In the best interests of the local communities and the students we represent, we look forward to engaging in open dialogue with commission staff at the April 15, 2014 meeting to exchange ideas and share perspectives on these concerns and other issues that may arise. Our ultimate goal is for the commission and staff to work with us in a collaborative process so that we speak with one voice. We believe that this collaboration is essential to an exemplary contract that will benefit our children, families and communities.

Me ke aloha,

A handwritten signature in black ink, appearing to read "K. Kehaulani Glassco", written over a large, stylized circular flourish.

K. Kehaulani Glassco
Governing Board President

Nā Lei Na'auao
Ph: #808-887-1117
Fax: #808-887-0030
NLN@kalo.org

NĀ LEI NA'AUAO

NATIVE HAWAIIAN CHARTER SCHOOL ALLIANCE

April 8, 2014

**Hakipu'u Learning
Center**
Kāne'ohe, O'ahu

To: Catherine Payne, Chairperson of the Performance and Accountability Committee
Cc: Tom Hutton, Executive Director

Hālau Kū Mana
Honolulu, O'ahu

Nā Lei Na'auao – Native Hawaiian Charter School Alliance (NLN) is requesting clarification on several large overarching issues within the bilateral contract. There are proposed material changes to the contract that are of critical concern to NLN. NLN believe that these changes inhibit the governing boards' ability to manage the schools in the spirit and intent of their individual vision and mission.

Hālau Lōkahi
Honolulu, O'ahu

This letter is written in the spirit of aloha that is pervasive throughout all NLN schools. It is our desire to engage in open dialogue to help us understand the rationale or reasoning behind these changes as they are contrary to our understanding and interpretation of ACT 130.

Kanu i ka Pono
Anahola, Kaua'i

While there are other concerns, there are major overarching issues we wish to bring to your attention:
1. The contract template undermines the intent of 130 which clearly states that each school shall have the opportunity to negotiate a bilateral contract. Charter schools willingly complied with the Commission's request for a standard one-year interim contract with a clear understanding that individual contract negotiations would occur the following year. This has not materialized. Denying school governing boards the opportunity to negotiate individual bilateral contracts is in direct opposition with Act 130.

Kanu o ka 'Āina
Kamuela, Hawai'i

2. The complexity of the contract and its possible implications and the timeline in which our Boards are required to review and act on the new draft make it imperative that governing boards have immediate access to legal counsel to guide them through the process. Charter schools are left without appropriate counsel for this purpose and have much to lose if contract verbiage and potential hidden impacts is not scrutinized with a legal lens and fully understood by all parties.

Ka 'Umeke Kā'eo
Hilo, Hawai'i

3. The proposed contract, as it currently exists, directly threatens the legal right and authority of governing boards and their autonomy to control and be held accountable for the management of their respective charter schools. By Hawai'i law, a charter school governing board is an autonomous entity with sole responsibility and authority for the financial, organizational and academic viability of the charter school and implementation of the vision and mission of the charter. With this accountability comes control. Repeated proposed requirements for commission approval of policies and procedures seems to place the Commission in the role of the governing board for all charter schools, thus, removing the local governing board's autonomy and accompanying accountability and control of the individual charter schools. In the commission staff's desire to mitigate potential challenges on behalf of charter schools, they have compromised governing board authority.

**Ka Waihona o ka
Na'auao**
Wai'anae, O'ahu

Kawaikini PCS
Lihue, Kaua'i

4. The proposed Performance Framework is also problematic. It directly impacts a charter school's ability to meet the purpose of ACT 130 "to provide genuinely community-based education." Charter schools experienced inordinate challenges in getting school specific measures that were developed with clear intent to address curriculum, instruction an assessment tailored to native learning styles and multiple intelligence, recognized and accepted with fair and meaningful assessment weights after months of intensive work on these measures. The push back from 40% to 25% weight is difficult to comprehend. We stand united in our quest for a 40% weight on school specific measures and request a three-year pilot period. Continent-based financial requirements not reflective of Hawai'i context, and arbitrary enrollment and other benchmarks not reflective of historical Hawaii Charter School experience are an issue. For example, unilateral policies such as retaining a 25% fund balance reserve and 95% enrollment variance should be based on historical data collected by individual schools. Fund reserve balances should be based purely on state distributions. Schools are also held to highly prescriptive requirements and requests for information that places an overwhelming burden on already strapped, minimally staffed administrations.


**Ke Kula 'o Samuel
M. Kamakau**
Kāne'ohe, O'ahu

**Ke Kula Ni'ihau 'o
Kekaha**
Kekaha, Kaua'i

Kua o ka Lā
Pāhoa, Hawai'i

**Kula Aupuni Ni'ihau
A Kahelelani Aloha**
Makaweli, Kaua'i

In closing, we would like to thank the commission and staff for this opportunity to share these broad areas of concern with you. In the best interest of the local communities and students we represent, we look forward to engaging in open dialogue with commission staff at the April 15, 2014 meeting to exchange ideas and share perspectives on these overarching concerns and or other issues that may arise. Our ultimate goal is for the commission and staff to work with us in a collaborative process so that we speak with one voice. We believe that this collaboration is essential to an exemplary contract that will benefit our children and families.


Ka'iulani Pahi'o, Coordinator
POB 6511 Kamuela, HI 96743